5. The final acceptance of the tender will rest with the Sanitary Engineer who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance of the tender, the successful competitor will be required to execute the usual contract bond, in default of which his tender will be considered cancelled and his earnest money will be forfeited.

7. The name of the successful competitor, whose tender has been accepted, will be posted on the Notice Board in the Sanitary Engineer's Office in due course. No enquiries regarding the acceptance or rejection of a tender will receive any reply.

8. On acceptance of one of the tenders, the earnest money on rejected tenders. will be returned.

9. Charges on account of scaffolding materials, implements for setting out, barricading, clearing site, supply of water, etc., that may be found necessary during execution will not be paid for separately, but should be borne by the contractor.

10. Rates for non-tendered and non-estimated items shall be as per schedule rates of the Department or those fixed by the Sanitary Engineer after working out data with not more than 10 per cent for contractor's profit.

11. In all matters not specifically provided for and in all matters of disputes about rates quantities, measurements, quality of work, etc., and in all disputes of any kind, the decision of the Director of Public Health will be final and legally binding.

Estimate of the approximate quantities for the work of constructing drains in Arsikere Town.

Sl. No.	Items of work	Unit	Quantity
1	Constructing silk pattern drains with 3″ to 1½″ thick burnt stone slabbed cheeks on 3″ surki concrete and 1½″ cement concrete bed and cement concrete moulding for the sides of the central gutter portion and surface plastered over by ½″ thick cement plaster and cement pointing to joints of slabs including earthwork excavation, etc., complete as per design :— Design of 3″ section	R.ft.	4,445
2	Constructing 3″ semi peg top section cement concrete 1½″ cement concrete bed 1 : 2 : 4 and surface plastered over by ½″ thick cement mortar 1 : 2 including earthwork, etc., complete as per design	,,	2,550

N. KRISHNIENGAR,
Sanitary Engineer.

KOLAR DIVISION.

Tender Notification.

1. Sealed tenders will be received at the office of the Executive Engineer, Kolar Division, up to 2 P.M., on 14th August 1939, for constructing quarters for the Lady Medical Officer at Kolar attached to Sri Narasimharaja Hospital.

2. Tenders in the prescribed form obtainable from the office of the Executive Engineer, Kolar Division, should be addressed to the Executive Engineer, Kolar Division, in a sealed cover and superscribed as "Tender for Lady Medical Officer's quarters." The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by treasury chellan for earnest money of Rs. 320, paid to the treasury to the credit "of 17 (a) P. W. Deposits" against the account of the Executive Engineer, Kolar Division. The earnest money of the successful tenderer will be retained as security for the due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 14th August 1939 at Kolar. The final acceptance of the tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the departmental schedule contract form, for the due fulfilment of the contract and for the execution of all items of work in accordance with the Bombay Specifications. A reserve of 5 per cent will be withheld in the work bills of the contractor and the same will be repayed after the due fulfilment of the contract.

6. Failure to comply with the condition 5 above, or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Kolar, on all working days between 11 A.M. and 5 P.M.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed both in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same. When L. S. provisions are shown in the schedule of quantities, the contractor will be paid at either his tendered rate for each item or the prevailing schedule of rate in the Division.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to, and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department schedule of rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof, or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the Executive Engineer, on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.

16. The quantities given in the schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions or additions, at the discretion of the Executive Engineer or his representative and may be due to any reasons whatsoever. The tendered rates will hold good for any quantity, whether higher or lower than those given in the enclosed schedule.

17. The work should be completed and handed over in a tidy condition to the Public Works Department by the end of February 1940, failing which the Executive Engineer may, at his discretion, levy a penalty of Rs. 5 per day which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.

18. In all matters of dispute of any kind not specially provided for in the agreement or of rates, penalties, measurements, quality of work, etc., the decision of the Superintending Engineer shall be final and legally binding.

19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.

20. The contract should not be sublet.

21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer. The tenderer will pay the hire on tools and plant and machinery as per rules from the date of taking over of such machinery, tools and plant from the Stores to the date of return thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.

22. The contractor should arrange for the payment of royalty and tolls.

Note.—(*a*) The contractor should at his own cost—

(1) Provide rods, stakes, ropes and labour required in setting out the works.
(2) Provide all necessary scaffolding, centering, labour and appliances for hoisting.
(3) Provide mortar mills and sheds to keep materials under cover and also for workmen.
(4) Arrange for protecting work during inclement weather.
(5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves, parahs, shoring, strutting and other requisite protective appliances during the progress of the work.
(6) Supply all water required for work and workmen and shall provide temporary latrines and drains.
(7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.
(8) Provide arrangements for pumping and baling of water from excavations and foundations, wherever and whenever necessary with his own pumping apparatus, including necessary leading drains, slump pits, etc.
(9) Afford facilities to any other parties employed upon the work by the P.W.D., so that their work may proceed during the progress of the contract, and give such persons the use of ordinary scaffolding and ladders.
(10) The contractor is responsible for all accidents to workmen, etc., on the work and he must take precaution against all risk of accidents and if necessary provide for the same by Insurance at the proper time.

(*b*) It is the business of the contractor to make his own arrangements for quarries and supplies of materials.

(*c*) Copies of tenders in the prescribed form are obtainable from the office of the Executive Engineer, Kolar Division, Kolar, only on payment of Re. 0-4-0 per form.

Abstract estimate for constructing quarters for the Lady Medical Officer at Kolar attached to Sri Narasimharaja Hospital.

No.	Items of work	Unit	Rate	Quantity	Rate to be tendered
			Rs. a. p.		Rs. a. p.
1	Earthwork excavation for foundation and filling in basement	C.yd.	0 3 6	121	
2	Laying stone jelly concrete with lime mortar ..	C.ft.	0 3 6	661	
3	Burnt size stone in mud foundation	,,	0 3 0	2,189	
4	Do basement	,,	0 3 3	1,052	
5	Do superstructure	,,	0 3 3	4,768	
6	Do in compound wall	,,	0 3 3	348	
7	Burnt stone slabs 6″ thick dressed and fixed in mortar	Sq.ft.	0 4 0	1,143	
8	Ex-met partition walls with burnt brick in mortar including plastering, etc., complete	S.ft.	0 10 0	200	
9	Supplying and fixing T. W. doors with panelled shutters including top ventilators and all fixtures	S.ft.	1 6 0	112	
10	Supplying and fixing T. W. doors with panelled shutters including bolts and hinges and without top ventilators	Sq.ft.	1 4 0	98	
11	Do do with battened shutters including bolts and hinges, etc., complete ..	S.ft.	1 4 0	150	
12	Supplying and fixing T. W. windows with ½ panelled and ½ glazed shutters, including iron bars, etc., complete (4 halves)	Sq.ft.	2 4 0	275	
13	Teakwood ventilators with glazed shutters including iron bars, etc., complete	,,	1 2 0	54	
14	Cut stone pillars 12″ sqr. including base and capital, etc., complete	Each	25 0 0	8	
15	Supplying and fixing R. S. joists including conveying, hoisting, etc., complete with painting and boxing	Cwt.	12 0 0	8·5	
16	Roofing with R. B. C. terrace including reinforcements and plastering at top and bottom complete	Sqr.	60 0 0	21·29	
17	Flooring with 3″ jelly concrete and plastering with cement mortar including rendering the top into red	,,	17 0 0	15·40	
18	Plastering stone walls with lime mortar (2 coats) ..	,,	3 8 0	41·28	
19	Burnt brick in mortar coping for compound wall including plastering, etc., complete	R.ft.	0 5 0	50	
20	Pointing with cement mortar including scraping joints	Sqr.	3 8 0	33·07	
21	Silicate painting to doors and windows and ventilators (2 coats)	Sqr.	3 8 0	11·98	
22	Supplying and fixing rain water down pipes (Zinc) 3″ dia.	R.ft.	0 5 0	144	
23	Providing size stone in mortar parapet with string course cornice and R.C.C. perforation ..	,,	1 0 0	305	
24	Providing R.C.C. chajja cornice including plastering, etc., complete	C.ft.	1 0 0	36	
25	Clearing site and levelling ground	L. S.			
26	Constructing a slabbed latrine	,,			
27	Installing Electric Lights	,,			
28	Providing water supply connection	,,			

Notification dated 11th July 1939.

1. Sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 2 P. M. on 14th August 1939, for converting the present District Educational Office into District Lock-up and Kasaba Police Station at Kolar.

2. Tenders in the prescribed form obtainable from the Office of the Executive Engineer, Kolar Division, should be addressed to the Executive Engineer, Kolar Division, in a sealed cover and superscribed as "Tender for converting District Educational Office into District Lock-up at Kolar." The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by a Treasury challan for earnest money of Rs. 570 paid to the Treasury to the credit of 17-(a) P. W. Deposits against the account of the Executive Engineer, Kolar Division. The earnest money of the successful tenderer will be retained as security for the due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 14th August 1939 at Kolar. The final acceptance of the tender will rest with the Superintending Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the departmental schedule contract form for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay specifications. A reserve of 5 per cent will be withheld in the work bills of the contractor and the same repayed after the due fulfilment of the contract.

6. Failure to comply with the condition 5 above, or to agree to carry out the work in accordance with the specifications and agreements in force, will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Kolar, on all working days between 11 A.M. and 5 P.M.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same. When L. S. provisions are shown in the schedule of quantities, the contractor will be paid at either his tendered rate for each item or the prevailing schedule of rates in the Division.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made, the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to, and the number of corrections, if any, in each page, noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department schedule of rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof, or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the Executive Engineer, on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.

16. The quantities given in the schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions or additions at the discretion of the Executive Engineer or his representative and may be due to any reasons whatsoever. The tendered rates will hold good for any quantity whether higher or lower than those given in the enclosed schedule.

17. The work should be completed and handed over in a tidy condition to the Public Works Department by the end of June 1940, failing which, the Executive Engineer may, at his discretion, levy a penalty of Rs. 5-0-0 per day, which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract, and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.

18. In all matters of disputes of any kind not specially provided for in the agreement or of rates, penalties, measurements, quality of work, etc., the decision of the Chief or the Superintending Engineer shall be final and legally binding.

19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.

20. The contract should not be sublet.

21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer. The tenderer will pay the hire on tools and plant and machinery as per rules from the date of taking over of such machinery, tools and plant from the Stores to the date of return

thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.

22. The contractor should arrange for the payment of royalty and tolls.

Note.—(*a*) The contractor should at his own cost—

(1) Provide rods, stakes, ropes and labour required in setting out the works.
(2) Provide all necessary scaffolding, centering, labour and appliances for hoisting.
(3) Provide mortar mills and sheds, to keep materials under cover and also for workmen.
(4) Arrange for protecting work during inclement weather.
(5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves, parahs, shoring, strutting and other requisite protective appliances during the progress of the work.
(6) Supply all water required for work and workmen and shall provide temporary latrines and drains.
(7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.
(8) Provide arrangements for pumping and baling of water from excavations and foundations wherever and whenever necessary with his own pumping apparatus including necessary leading drains, slump pits, etc.
(9) Afford facilities to any other parties employed upon the work by the P. W. D., so that their work may proceed during the progress of the contract, and give such persons the use of ordinary scaffolding and ladders.
(10) The contractor is responsible for all accidents to workmen, etc., on the work and he must take precaution against all risk of accidents and if necessary provide for the same by insurance at the proper time.

(*b*) It is the business of the contractor to make his own arrangements for quarries and supplies of materials.

N.B.—Copies of tenders in the prescribed form are obtainable from the Office of the Executive Engineer, Kolar Division, Kolar, only on a payment of four annas per form.

Abstract estimate of quantities for converting portion of District Educational Office Building into Kasaba Police Station at Kolar.

No.	Items of work	Unit	Rate	Quantity	Rate to be offered
			Rs. a. p.		Rs. a. p.
1	Dismantling the existing M. T. roofing with rafters, etc., complete and stacking materials ..	Sqr.	1 0 0	8·06	
2	Removing windows in the cells and stacking ..	Each	0 4 0	4	
3	Removing doors and stacking	,,	0 8 0	5	
4	Refixing the doors brought from old Taluk Office with necessary repairs and masonry structure ..	No.	1 0 0	2	
5	Supplying and fixing new T. W. ventilators with $\frac{3}{4}$" dia. vertical bars and expanded metal, etc., complete including painting and dismantling wall for insertion	S.ft.	1 8 0	41	
	Constructing a verandah in the front.				
1	Excavating foundation and filling in basement ..	C.yd.	0 3 0	2	
2	Laying burnt stone jelly concrete with lime mortar	C.ft.	0 3 6	2	
3	Size stone in mud foundation and basement ..	,,	0 3 3	62	
4	Burnt stone slabs 6" thick dressed and fixed ..	S.ft.	0 4 0	61	
5	Cutting grooves in the slab pillars	Each	0 8 0	2	
6	Teakwood wrought and put up with 2 coats of wood oiling	C.ft.	5 0 0	9·65	
7	Roofing with available M. T. and teak reepers (released)	Sqr.	3 0 0	1·26	
8	Providing chunam borders at ends and top with burnt brick in mortar	R.ft.	0 4 0	32	
9	Supplying and fixing Zinc sheet sun-shades on T. W. Battens included with painting	Each	3 0 0	1	
10	Burnt brick in chunam mortar	C.ft.	0 4 0	554	
11	Plastering with chunam mortar	Sqr.	2 8 0	10·47	
12	Roofing with pucca terrace with brick on edge using the released T. W. rafters including chunam plastering at top and bottom complete ..	,,	30 0 0	5·80	

No.	Items of work	Unit	Rate	Quantity	Rate to be offered
			Rs. a. p.		Rs. a. p.
13	Constructing brick in mortar parapet 1¼ ft. high and 9″ thick in plastering, etc., complete ..	R.ft.	0 12 0	132	
14	Plain patti cornice with brick in mortar and plastering, etc., complete	,,	0 4 0	132	
15	Supplying and fixing rain water down pipes 4″ dia. of G. I.	,,	0 6 0	56	
16	Removing the wooden gate and refixing the same at 'M' as shown on the plan	L. S.	..		
17	White and colour washing 2 coats	,,			
18	Repairing the existing latrine situated in the S. E. corner	,,			
19	Sundry repairs such as pointing, etc.	,,			
20	Chocolate painting to doors and windows ..	Sqr.	3 0 0	3·45	
21	Unforeseen charges, Electric lights and water supply connections	L. S.			

C. R. IYENGAR,
Executive Engineer.

TUMKUR DIVISION.

Abstract Notification dated 28th June 1939.

The attention of the public is drawn to the notification calling for tenders for "Opening out a feeder channel from Suvarnamukhi River to Lakshmipur Tank, Reg. No. 40, Madhugiri Taluk" published on pages 1284-1285, Part VI of the *Mysore Gazette*, dated 6th July 1939.

Tenders will be received by the Executive Engineer, Tumkur Division, up to 2 P.M. on 24th July 1939.

The earnest money required for the work is Rs. 545 which should be credited to the Treasury to the head "17 (*a*) P. W. Deposits" and chellan enclosed with the tender.

Abstract Notification dated 4th July 1939.

The attention of the public is drawn to the Notification, calling for tenders for "Increasing the capacity of Kodagadala Tank, Register No. 231, Madhugiri Taluk," published in pages 1337-1338, Part VI of the *Mysore Gazette*, dated 13th July 1939.

The tenders will be received by the Executive Engineer, Tumkur Division, up to 2 P.M. on 29th July 1939.

The earnest money required for the work is Rs. 180 which should be credited to the Treasury to the head "17 (*a*) Public Works Deposits" and chellan enclosed with the tender.

Abstract Notification dated 8th July 1939.

The attention of the public is drawn to the Notification, calling for tenders for "Restoring the Breached Kalenahalli Gangammankere Tank, Register No. 209, Sira Taluk," published in pages 1338-1339, Part VI of the *Mysore Gazette*, dated 13th July 1939.

Tenders will be received by the Executive Engineer, Tumkur Division, up to 2 P.M. on 29th July 1939.

The earnest money required for the work is Rs. 290 which should be credited to the Treasury to the head "17 (*a*) Public Works Deposits" and chellan enclosed with the tender.

P. RAJAGOPALAN,
Executive Engineer.

OFFICE OF THE EXECUTIVE ENGINEER, LOWER CHANNELS DIVISION, MYSORE.

Notification dated 13th July 1939.

It is hereby notified for general information that one unserviceable outer-fly of a Swiss Cottage of 16′×16′ will be sold by public auction on 3rd August 1939, at 9 A.M. at the Lower Channels ional Stores, Mysore, subject to the following conditions:—

(1) The articles will be knocked down to the highest bidder.
(2) The successful bidder should pay the full purchase money on the spot in cash.